

DOCKET NO: MMXCV176019378S

SUPERIOR COURT

WILLIAMS, CLAUDINE
V.
ALLSTATE INSURANCE COMPANY

JUDICIAL DISTRICT OF MIDDLESEX
AT MIDDLETOWN

7/23/2019

ORDER

ORDER REGARDING:
05/22/2019 166.00 MOTION TO DISMISS PB 10-30

The foregoing, having been considered by the Court, is hereby:

ORDER:

Re Freeze Award

The motion to dismiss the plaintiff's motion to vacate the freeze award # 158 is denied, the motion to confirm the award is denied, furthermore, plaintiff's motion to vacate the freeze award # 158 will be granted for the following reasons.

It is undisputed that the last meeting of the appraisers was on January 24, 2019; pursuant to General Statutes § 52-416 (a), an award must be rendered thirty days thereafter. The defendant maintains that timely notice of an award was given to the plaintiff on February 12, 2019. The court does not agree. The February 12, 2019 award was only signed by the umpire. It is undisputed that defendant's appraiser, the necessary second, agreeing, appraiser, was not in agreement with the February 12, 2019 "award" because he found errors in the award. It is also undisputed that a freeze award, signed by two appraisers, was not given to the plaintiff until March 29, 2019. On April 22, 2019, the plaintiff filed a motion to vacate the award because it was not timely rendered pursuant to § 52- 416 (a).

The court finds that under the terms of the appraisal provision of the operative policy, "[a] written award agreed upon by any two [appraisers] will determine the amount of loss". Consequently, the required award must be in the amounts agreed to by two appraisers. Although the February 12, 2019 notice was entitled : "Appraisal Award Form" , it was only signed by the umpire. The defendant maintains that under § 52-416 (b), notice of the award may be given by the umpire alone. It is implicit in the statute however, that the umpire's notice must contain a valid award under the relevant policy appraisal provisions. In this case, the umpire's findings, alone do not constitute an "award" since, under the policy, the award must represent the agreement of two appraisers. To hold otherwise, would require an objecting party to take action based upon notice of the umpire's sole valuation, and then take action again when a notice of award signed by two appraisers is given. Such an interpretation of § 52-416 (b) is illogical. "The law prefers rational and prudent statutory construction, and we seek to avoid interpretations of statutes that produce odd or illogical outcomes." State v. George J., 280 Conn. 551, 574-75, 910 A.2d 931, 946 (2006)

The appraisers met on January 24, 2019 . The plaintiff received notice of a valid award on March 28, 2019, more that thirty days after the meeting. "We acknowledge that, absent a written extension or ratification, an arbitrator would lack the power to enter an award more than thirty days after the completion of the hearing. "Wolf v. Gould, 10 Conn. App. 292, 300, 522 A.2d 1240, 1245 (1987). The plaintiff's motion to vacate the freeze award, # 158, will be granted.

Short Calendar Results Automated Mailing (SCRAM) Notice was sent on the underlying motion.

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Judge: EDWARD S DOMNARSKI
Processed by: Suphi Philip

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